

# EXHIBIT A

**Michael Lieberman**

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**From:** Doud, Rachael (USANYS) <Rachael.Doud@usdoj.gov>  
**Sent:** Wednesday, July 30, 2025 4:07 PM  
**To:** Michael Lieberman; Brennan, Mary Ellen (USANYS) 1; 'Jamie Crooks'  
**Cc:** 'Yinka Onayemi'; 'AmandaVaughn'  
**Subject:** RE: [EXTERNAL] Authors Guild v. NEH, et al.

Michael,

We disagree and will go ahead and file our proposed order.

Thanks,

Rachael

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**From:** Michael Lieberman <michael@fairmarklaw.com>  
**Sent:** Wednesday, July 30, 2025 3:52 PM  
**To:** Doud, Rachael (USANYS) <Rachael.Doud@usdoj.gov>; Brennan, Mary Ellen (USANYS) 1  
<MaryEllen.Brennan@usdoj.gov>; 'Jamie Crooks' <jamie@fairmarklaw.com>  
**Cc:** 'Yinka Onayemi' <yinka@fairmarklaw.com>; 'AmandaVaughn' <amanda@fairmarklaw.com>  
**Subject:** Re: [EXTERNAL] Authors Guild v. NEH, et al.

Rachael,

If the grant terminations are set aside, I don't see how that leads to any result other than the grant terminations being set aside, returning things to the status quo pre-termination. That would not mean that Judge McMahon's order "requir[es] the payment of grant funds" - any such requirement would come from the grant terms themselves.

To directly answer your question, no, we don't think \*this injunction\* will have the effect of requiring NEH to pay out grant funds, but this injunction is not the only source of the government's legal obligations.

It sounds to me like what the government is trying to secure is effectively a stay of the court's order setting aside the terminations. The government is of course free to seek that relief, but we believe that should be done by proper motion (which we would oppose).

Michael

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**From:** Doud, Rachael (USANYS) <[Rachael.Doud@usdoj.gov](mailto:Rachael.Doud@usdoj.gov)>  
**Sent:** Wednesday, July 30, 2025 3:34 PM  
**To:** Michael Lieberman <[michael@fairmarklaw.com](mailto:michael@fairmarklaw.com)>; Brennan, Mary Ellen (USANYS) 1  
<[MaryEllen.Brennan@usdoj.gov](mailto:MaryEllen.Brennan@usdoj.gov)>; 'Jamie Crooks' <[jamie@fairmarklaw.com](mailto:jamie@fairmarklaw.com)>  
**Cc:** 'Yinka Onayemi' <[yinka@fairmarklaw.com](mailto:yinka@fairmarklaw.com)>; 'AmandaVaughn' <[amanda@fairmarklaw.com](mailto:amanda@fairmarklaw.com)>  
**Subject:** RE: [EXTERNAL] Authors Guild v. NEH, et al.

Michael,

Our position is that Judge McMahon has made clear that she is not issuing an injunction requiring the payment of grant funds, but is instead placing grant terminations on “hold” until the case is resolved by entering an order that the funds be “escrowed” until that time. If you are suggesting that Plaintiffs’ position is that this injunction will have the effect of requiring NEH to begin paying out grant funds for grants that were terminated, we do not think that is consistent with the Court’s opinion.

Thanks,

Rachael

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**From:** Michael Lieberman <[michael@fairmarklaw.com](mailto:michael@fairmarklaw.com)>  
**Sent:** Wednesday, July 30, 2025 3:25 PM  
**To:** Brennan, Mary Ellen (USANYS) 1 <[MaryEllen.Brennan@usdoj.gov](mailto:MaryEllen.Brennan@usdoj.gov)>; Doud, Rachael (USANYS) <[Rachael.Doud@usdoj.gov](mailto:Rachael.Doud@usdoj.gov)>; 'Jamie Crooks' <[jamie@fairmarklaw.com](mailto:jamie@fairmarklaw.com)>  
**Cc:** 'Yinka Onayemi' <[yinka@fairmarklaw.com](mailto:yinka@fairmarklaw.com)>; 'AmandaVaughn' <[amanda@fairmarklaw.com](mailto:amanda@fairmarklaw.com)>  
**Subject:** Re: [EXTERNAL] Authors Guild v. NEH, et al.

Thanks, Mary Ellen. I think we need to understand more about your position. We agree that Judge McMahon’s order should not impose an independent payment obligation, but is your position that Judge McMahon granted NEH affirmative relief by releasing it from complying with pre-existing grant terms?

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**From:** Brennan, Mary Ellen (USANYS) 1 <[MaryEllen.Brennan@usdoj.gov](mailto:MaryEllen.Brennan@usdoj.gov)>  
**Sent:** Wednesday, July 30, 2025 3:09:15 PM  
**To:** Doud, Rachael (USANYS) <[Rachael.Doud@usdoj.gov](mailto:Rachael.Doud@usdoj.gov)>; Michael Lieberman <[michael@fairmarklaw.com](mailto:michael@fairmarklaw.com)>; 'Jamie Crooks' <[jamie@fairmarklaw.com](mailto:jamie@fairmarklaw.com)>  
**Cc:** 'Yinka Onayemi' <[yinka@fairmarklaw.com](mailto:yinka@fairmarklaw.com)>; 'AmandaVaughn' <[amanda@fairmarklaw.com](mailto:amanda@fairmarklaw.com)>  
**Subject:** RE: [EXTERNAL] Authors Guild v. NEH, et al.

All,

Attached is a revised version of the proposed order you submitted earlier. We think the attached addresses the issue. Let us know if you have any objection to us seeking entry of the attached revised order instead of the one you submitted earlier.

Thanks,

Mary Ellen

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**From:** Doud, Rachael (USANYS) <[Rachael.Doud@usdoj.gov](mailto:Rachael.Doud@usdoj.gov)>  
**Sent:** Wednesday, July 30, 2025 2:58 PM  
**To:** Michael Lieberman <[michael@fairmarklaw.com](mailto:michael@fairmarklaw.com)>; 'Jamie Crooks' <[jamie@fairmarklaw.com](mailto:jamie@fairmarklaw.com)>; Brennan, Mary Ellen (USANYS) 1 <[MaryEllen.Brennan@usdoj.gov](mailto:MaryEllen.Brennan@usdoj.gov)>  
**Cc:** 'Yinka Onayemi' <[yinka@fairmarklaw.com](mailto:yinka@fairmarklaw.com)>; 'AmandaVaughn' <[amanda@fairmarklaw.com](mailto:amanda@fairmarklaw.com)>  
**Subject:** RE: [EXTERNAL] Authors Guild v. NEH, et al.

Michael,

Thanks for your response. The issue is with the phrase "Defendants are preliminarily enjoined from treating Class Members' grants as terminated on the grounds given in connection with the Mass Termination." If Defendants are enjoined from treating the grants as terminated, that seems to suggest they may be required to treat them as active and thus pay out funds, particularly since nothing in the proposed order makes clear that Defendants do not have to do so.

Thanks,

Rachael

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**From:** Michael Lieberman <[michael@fairmarklaw.com](mailto:michael@fairmarklaw.com)>

**Sent:** Wednesday, July 30, 2025 2:54 PM

**To:** Doud, Rachael (USANYS) <[Rachael.Doud@usdoj.gov](mailto:Rachael.Doud@usdoj.gov)>; 'Jamie Crooks' <[jamie@fairmarklaw.com](mailto:jamie@fairmarklaw.com)>; Brennan, Mary Ellen (USANYS) 1 <[MaryEllen.Brennan@usdoj.gov](mailto:MaryEllen.Brennan@usdoj.gov)>

**Cc:** 'Yinka Onayemi' <[yinka@fairmarklaw.com](mailto:yinka@fairmarklaw.com)>; 'AmandaVaughn' <[amanda@fairmarklaw.com](mailto:amanda@fairmarklaw.com)>

**Subject:** RE: [EXTERNAL] Authors Guild v. NEH, et al.

Hi Rachael,

Thanks for reaching out. We disagree that the proposed order does anything inconsistent with Judge McMahon's opinion. The proposed order disallows the grant terminations on the grounds given, prohibits NEH from re-obligating the money elsewhere, and expressly disclaims doing anything else. What specific part of the proposed order do you believe imposes an obligation on NEH to pay out funds?

Thanks,

Michael

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**Michael Lieberman**

Fairmark Partners, LLP

[michael@fairmarklaw.com](mailto:michael@fairmarklaw.com)

[www.fairmarklaw.com](http://www.fairmarklaw.com)

(818) 585-2903

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**From:** Doud, Rachael (USANYS) <[Rachael.Doud@usdoj.gov](mailto:Rachael.Doud@usdoj.gov)>

**Sent:** Wednesday, July 30, 2025 2:33 PM

**To:** Jamie Crooks <[jamie@fairmarklaw.com](mailto:jamie@fairmarklaw.com)>; Brennan, Mary Ellen (USANYS) 1 <[MaryEllen.Brennan@usdoj.gov](mailto:MaryEllen.Brennan@usdoj.gov)>

**Cc:** Yinka Onayemi <[yinka@fairmarklaw.com](mailto:yinka@fairmarklaw.com)>; AmandaVaughn <[amanda@fairmarklaw.com](mailto:amanda@fairmarklaw.com)>; Michael Lieberman <[michael@fairmarklaw.com](mailto:michael@fairmarklaw.com)>

**Subject:** RE: [EXTERNAL] Authors Guild v. NEH, et al.

Hi all,

We do not think the proposed order you submitted is consistent with the relief Judge McMahon indicated she was ordering. Specifically, it seems to suggest that NEH would potentially be required to resume paying out grant funds, when, as we discussed on the call today, the Court's opinion makes clear the Court is not ordering that. We plan to write to the Court about this issue and submit a proposed order that makes clear NEH is not being required to pay out funds. We wanted to get your thoughts.

Thanks,

Rachael

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**From:** Jamie Crooks <[jamie@fairmarklaw.com](mailto:jamie@fairmarklaw.com)>

**Sent:** Monday, July 28, 2025 5:00 PM

**To:** Brennan, Mary Ellen (USANYS) 1 <[MaryEllen.Brennan@usdoj.gov](mailto:MaryEllen.Brennan@usdoj.gov)>

**Cc:** Doud, Rachael (USANYS) <[Rachael.Doud@usdoj.gov](mailto:Rachael.Doud@usdoj.gov)>; Yinka Onayemi <[yinka@fairmarklaw.com](mailto:yinka@fairmarklaw.com)>; Amanda Vaughn <[amanda@fairmarklaw.com](mailto:amanda@fairmarklaw.com)>; Michael Lieberman <[michael@fairmarklaw.com](mailto:michael@fairmarklaw.com)>

**Subject:** Re: [EXTERNAL] Authors Guild v. NEH, et al.

Thank you. Sent an email a short while ago for 11 am ET on Wednesday. Will look forward to talking with you then.

Best,  
Jamie

On Mon, Jul 28, 2025 at 3:42 PM Brennan, Mary Ellen (USANYS) 1 <[MaryEllen.Brennan@usdoj.gov](mailto:MaryEllen.Brennan@usdoj.gov)> wrote:

Hi Jamie,

We are both pretty open on Wednesday. Would sometime between 10-12 or 3-5 work?

Thanks,

Mary Ellen

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**From:** Jamie Crooks <[jamie@fairmarklaw.com](mailto:jamie@fairmarklaw.com)>

**Sent:** Monday, July 28, 2025 3:10 PM

**To:** Doud, Rachael (USANYS) <[Rachael.Doud@usdoj.gov](mailto:Rachael.Doud@usdoj.gov)>; Brennan, Mary Ellen (USANYS) 1 <[MaryEllen.Brennan@usdoj.gov](mailto:MaryEllen.Brennan@usdoj.gov)>

**Cc:** Yinka Onayemi <[yinka@fairmarklaw.com](mailto:yinka@fairmarklaw.com)>; Amanda Vaughn <[amanda@fairmarklaw.com](mailto:amanda@fairmarklaw.com)>; Michael Lieberman <[michael@fairmarklaw.com](mailto:michael@fairmarklaw.com)>

**Subject:** [EXTERNAL] Authors Guild v. NEH, et al.

Dear Mary Ellen and Rachel,

In light of the Court's decision on Friday, we wanted to reach out to confer with the government about next steps. I'm tied up tomorrow but if you let us know some times that work for you on Wednesday, we would much appreciate it. Should not take more than a few minutes, but if you could give a half hour window just to be on the safe side, that would be great.

Thanks very much,  
Jamie

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